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RECORDATION NO 16213 A FILED 1423

APR 10 1989 - 11 05 AM

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(415) 362-1010

April 7, 1989 INTERSTATE COMMERCE COMMISSION

VIA FEDERAL EXPRESS

RECORDATION NO 16213 B FILED 1423

Date 4/10/89
Rec 8 96

APR 10 1989 - 11 05 AM

Ms. Noreta R. McGee
Secretary of the Interstate
Commerce Commission
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION - 100A001

Dear Ms. McGee:

Enclosed please find, for filing and recordation pursuant to Section 11303 of Title 49 of the United States Code and the regulations promulgated thereunder, four fully executed copies each of two Bills of Sale relating to certain railroad rolling stock as described herein, which should be included as part of the filing recorded on February 24, 1989 at 11:40 a.m., Recordation Number 16213 as the next available recordation numbers, being 16213-A and 16213-B.

I. Document: Bill of Sale dated as of February 22, 1989.

A. Parties: Buyer: IBJ Schroder Leasing Corporation
Seller: The CIT Group/Equipment Financing Inc.

B. Addresses: Buyer: One State Street
New York, New York 10004
Attn: Gerard D. Cannie
Vice President - Operations

Seller: 270 Park Avenue
New York, New York 10017
Attn: John J. Boyle
Vice President

APR 10 10 52 AM '89
MOTOR OPERATING UNIT

C. Equipment: Twelve (12) 2300 cubic foot capacity 100-ton open top hopper cars bearing road numbers KAIX 2012-2023.

A short summary of the document to appear in the Index is as follows:

Bill of Sale for twelve (12) 2300 cubic foot capacity 100-ton open top hopper cars, Road Numbers KAIX 2012-2023.

Noreta R. McGee
April 7, 1989
Page Two

II. Document: Bill of Sale dated as of March 7, 1989.

A. Parties: Buyer: IBJ Schroder Leasing Corporation
Seller: The CIT Group/Equipment Financing, Inc.

B. Addresses: Buyer: One State Street
New York, New York 10004
Attn: Gerard D. Cannie
Vice President - Operations

Seller: 270 Park Avenue
New York, New York 10017
Attn: John J. Boyle
Vice President

C. Equipment: Six (6) 2300 cubic foot capacity 100-ton open
top hopper cars, Road Numbers KAIX 2024-2029.

A short summary of the document to appear in the Index is as follows:

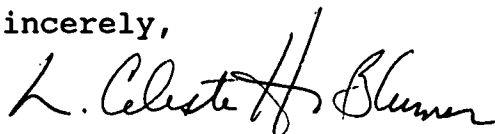
Bill of Sale for six (6) 2300 cubic foot capacity 100-ton open top hopper cars, Road Numbers KAIX 2024-2029.

Once the filing has been made, please return the stamped copies of the documents not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Enclosed is a check of this firm in the amount of \$26.00 to cover the filing fees for these two documents.

The undersigned certifies that she is acting as special counsel to IBJ Schroder Leasing Corporation for purposes of this filing and that she has knowledge of the matters set forth in the above described documents.

Sincerely,



L. Celeste H. Blumer

Enclosures

LCHB:jt

RECORDATION NO 16213-B FILED 1435

APR 10 1989 - 11 05 AM
INTERSTATE COMMERCE COMMISSION

Bill of Sale

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The CIT Group/Equipment Financing, Inc. (herein "Seller"), does hereby sell, grant, transfer and deliver free and clear of all liens, claims, obligations and encumbrances all its right, title and interest in and to the equipment further described below (herein the "Equipment") "as is, where is" unto IBJ Schroder Leasing Corporation (herein "Purchaser") and to its successors and assigns, to have and to hold said equipment forever.

<u>Description</u>	<u>Number of Cars</u>	<u>Car Markings</u>
2,300 Cubic Foot Capacity, 100 Ton, Open Top Hopper Cars, Built by Greenville Steel Car in 1970	6	KAIX 2024-2029

And Seller warrants that it is the absolute owner of the Equipment and does for itself, its successors and assigns covenant and agree with Purchaser, its successors and assigns, to warrant and defend the title to the Equipment against all and every person and persons whomsoever claiming or laying claim to the same, except for any defects in title or liens or encumbrances in or to the Equipment arising by reason of Purchaser's own acts.

SELLER MAKES NO OTHER WARRANTY OF REPRESENTATION, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, PERFORMANCE OR CONDITION OF, OR AS TO QUALITY OR ANY WARRANTY THAT THE EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, REGULATION, SPECIFICATION OR CONTRACT WHICH PROVIDES FOR SPECIFIC MACHINERY, OPERATIONS OR SPECIAL METHODS, it being expressly understood that all such risks, as between Seller and Purchaser are to be borne by Purchaser.

IN WITNESS WHEREOF, we have set our hand and seal this
7th day of March, 1989:

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: *John J. Boyle*

Title: *Vice President*

STATE OF New York)
COUNTY OF New York)

On this 7th day of March, 1989, before me personally
appeared John Boyle, to me personally known, who, being
by me duly sworn, says that he is Vice President of The
CIT Group/Equipment Financing, Inc., that said instrument
was signed and sealed on behalf of said corporation by
authority of its Board of Directors and he acknowledged that
the execution of the foregoing instrument was the free act
and deed of said corporation.

Ira Finkelson
Notary Public
IRA FINKELSON
Notary Public, State of New York
No. 000,000
Qualified in Westchester County
Commission Expires May 31, 1990

My Commission Expires: _____

[Notarial Seal]